

**STROOCK**

Via ECF

October 31, 2019

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The Honorable Robert D. Drain  
United States Bankruptcy Court  
300 Quarropas Street  
White Plains, NY 10601-4140

Re: In re 53 Stanhope LLC, et al., Case No. 19-23013 (RDD) (Bankr. S.D.N.Y.)

To the Honorable Robert D. Drain:

Brooklyn Lender LLC ("Brooklyn Lender") respectfully submits this letter to provide notice to the Court of the Debtors' latest failure to comply with the exceedingly tight deadlines set forth in this Court's October 16, 2019 *Scheduling Order with Respect to Discovery and Briefing Schedule in Connection with Brooklyn Lender's Rule 2004 Application and Confirmation of the Debtors' Proposed Plan of Reorganization* [Docket No. 47] (the "Order"),<sup>1</sup> and to respectfully request that this Court schedule a conference at its earliest availability to address the Debtors' ongoing dilatory tactics.

The Order sets October 28, 2019 as the "[d]eadline for the Debtors to complete their production in connection with Brooklyn Lender's existing document requests pursuant to the 2004 Application Order." The parties incorporated this mutually agreed upon deadline into the Order based on the express representations by Debtors' (unretained) litigation counsel, Susan Mauro, that Debtors' initial August 21, 2019 production in response to Brooklyn Lender's Rule 2004 document requests did not "constitute the universe of responsive, relevant, and non-privileged documents that are in the Debtor Entities' possession, custody or control" and that the Debtors "will continue to provide responsive documents on a rolling basis." (Letter from Susan Mauro to Jennifer Recine, dated August 29, 2019, annexed hereto at **Appendix A**.)<sup>2</sup> Moreover, the October 28 deadline takes into account this Court's specific direction, at a September 9, 2019 discovery conference concerning the Debtors' initial deficient production, that it was "not enough" for Debtors' counsel "to say on information and belief, we don't have these documents," but must instead "represent on penalty of perjury that they've done a diligent search and that there are no

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<sup>1</sup> Brooklyn Lender notified this Court, by letter dated October 28, 2019, of the Debtors' previous failure to comply with the October 25, 2019 deadline to file their objection to Brooklyn Lender's claims [Docket No. 51].

<sup>2</sup> In the interest of brevity, we have omitted the supplemental production enclosed with Ms. Mauro's August 29, 2019 letter.

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October 31, 2019  
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such documents in their possession, custody or control.” (Transcript of September 9, 2019 Hearing, annexed hereto at **Appendix B**, at 20:22-21:07.)

Notwithstanding the foregoing, to date the Debtors have failed to provide any further production of documents in response to Brooklyn Lender’s Rule 2004 discovery requests, other than the production of incomplete, improperly redacted and unexecuted tax returns, each of which are watermarked “DRAFT.” Instead, the Debtors have again ignored a deadline set by this Court’s Order. The Debtors did not contact Brooklyn Lender before the October 28 deadline regarding any anticipated delay in production, and Brooklyn Lender is not aware of any application by the Debtors to amend the Order for “proof of cause beyond the [Debtors’] control,” as required by the Order.

On October 29, 2019, counsel for Brooklyn Lender asked Ms. Mauro to confirm (1) that the Debtors made their production and, if so, to provide details concerning the date and method of transmittal, or (2) that the Debtors would not make be making any further production in response to Brooklyn Lender’s Rule 2004 discovery requests. (Email from Daniel Fliman to Susan Mauro, dated October 29, 2019, annexed hereto at **Appendix C**.) Instead of confirming the status of production, on October 30, 2019, Ms. Mauro responded to a different communication, noting that she “got stuck in court all day” and that she “will provide a response by Friday.” (Email from Susan Mauro to Jennifer Recine, dated October 30, 2019, annexed hereto at **Appendix D**.) This non-responsive answer is yet another example of the Debtors’ pattern of willful failures to comply with deadlines and their history of gamesmanship in this proceeding.

The Order sets forth a comprehensive and consensual schedule with back-to-back deadlines leading up to the January 15, 2020 Confirmation Hearing. The Debtors’ compliance with each deadline is critical to Brooklyn Lender’s ability to meet its own deadlines and to prepare for the Confirmation Hearing. Indeed, the October 28 deadline for the Debtors to complete their Rule 2004 production was intended to provide Brooklyn Lender with sufficient time to review the production and to provide important documents to its experts in advance of the November 15, 2019 deadline to produce expert reports—a deadline that Brooklyn Lender negotiated with the expectation that the Debtors would comply with the Order. The Debtors’ failure to timely complete their production, or to otherwise respond to requests concerning their plans regarding their obligations under the Order, undermines Brooklyn Lender’s ability to prepare expert reports with responsive Rule 2004 discovery and to evaluate the production to determine whether it is adequate, and if necessary to move to compel a more complete production.

As further evidence of the Debtors’ cavalier attitude towards these matters, this Court is reminded of the September 9, 2019 discovery conference, where Debtors’ counsel informed this Court that the Debtors would file an application to retain Ms. Mauro as Debtors’ counsel “right away.” (Appendix A at 19:23-20:05.) To date, however, not less than 165 days into these proceedings, the Debtors have similarly failed to file any such application.

The Honorable Robert D. Drain  
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Respectfully, the Debtors' repeated utter disregard for the process set out by this Court, including their obligations pursuant to the Order, unfairly prejudices Brooklyn Lender's ability to prosecute its claims, is abusive, and should not be tolerated.

Given the Debtors' repeated disregard for the dates and deadlines set forth in the Order the bankruptcy process generally, and the resulting prejudice to Brooklyn Lender, Brooklyn Lender respectfully requests that this Court schedule a hearing at its earliest convenience for purposes of requiring the Debtors (1) to explain why they should not be sanctioned in connection with their latest failure to comply with their obligations in the Order and (2) to immediately complete their production in connection with Brooklyn Lender's Rule 2004 document requests.

Respectfully Submitted,

/s/ Jennifer S. Recine

Jennifer S. Recine

Attachments

cc: Mark Frankel, Esq.  
Susan Mauro, Esq.  
Serene Nakano, Esq.

## **APPENDIX A**

# ABRAMS FENSTERMAN

Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara, Wolf & Carone, LLP

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**Susan Mauro, Esq.**

**Partner**

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August 29, 2019

**Via E-Mail: [JRecine@stroock.com](mailto:JRecine@stroock.com)**

Jennifer S. Recine, Esq.  
Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038

Re: *In Re 53 Stanhope LLC, et al*  
Case No. 19-23013 (RDD) (Bankr. S.D.N.Y.)

Dear Ms. Recine:

I write in response to your letter dated August 27, 2019.

First, enclosed herewith please find a supplemental production of operating agreements that were previously omitted for 618 Lafayette LLC and 325 Franklin LLC.

Second, as previously advised by email dated August 1, 2019, the Debtor Entities are producing documents responsive to your request on a rolling basis. Accordingly, contrary to the implication in your letter, the Debtor Entities have not represented that the documents produced on August 21, 2019 constitute the universe of responsive, relevant, and non-privileged documents that are in the Debtor Entities' possession, custody or control. Accordingly, this office will continue to provide responsive documents on a rolling basis. To the extent that, pursuant to a complete search by counsel, the Debtor Entities are not in possession, custody or control of particular documents or category of documents, you will be so advised.

Third, as your office has been advised on several occasions, not least of which was by email on August 19, 2019, I will be representing Mr. Goldwasser at his deposition. Furthermore, as your office has also been advised by email on August 19, 2019, I am unavailable for a deposition in this matter on September 3, 2019. Moreover, to date your office has not provided any compelling reason why the deposition cannot be conducted on September 16, 2019 especially where your office does not dispute that there is currently no deadline set by which depositions must be conducted. Your insistence on unilaterally scheduling same is of no avail and as such, you are

hereby once again on notice that neither Mr. Goldwasser nor I will be appearing on September 3, 2019 for a deposition. In the event that your office takes any action on September 3, 2016 regarding the deposition, your willful conduct and refusal to conduct Mr. Goldwasser's deposition on a mutually convenient date and time given my scheduling conflict will be immediately reported to the Court and a request made for costs and sanctions.

The ability to select the time to conduct an adverse deposition is not unqualified or absolute. There is no authority for the proposition that you are entitled to select a date for an adverse deposition that you have been advised weeks in advance cannot be accommodated by counsel for the witness.

Finally, I am out of the office today and Friday and therefore unavailable to conduct a conference on this matter, but my co-counsel Mark Frankel is available to do so. Otherwise I am happy to schedule in the afternoon on a mutually convenient date during the week following the Labor Day holiday.

Very truly yours,

/s/ Susan Mauro

## **APPENDIX B**

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 19-23013-rdd

4 - - - - - x

5 In the Matter of:

6

7 53 STANHOPE LLC,

8

9 Debtor.

10 - - - - - x

11

12 United States Bankruptcy Court

13 300 Quarropas Street, Room 248

14 White Plains, NY 10601

15

16 September 9, 2019

17 10:41 AM

18

19

20

21 B E F O R E :

22 HON ROBERT D. DRAIN

23 U.S. BANKRUPTCY JUDGE

24

25 ECRO: A. VARGAS



1 HEARING re Discovery Conference

2

3 HEARING re Motion to Extend Exclusivity Period for Filing a  
4 Chapter 11 Plan and Disclosure Statement

5

6 HEARING re Notice of Hearing on Disclosure Statement

7 Approval (related document(s) 30)

8

9 HEARING re Objection to Disclosure Statement Brooklyn Lender  
10 LLCs Preliminary Objection to Approval of the Debtors  
11 Disclosure Statement (related document(s) 30)

12

13 HEARING re Brooklyn Lender LLCs Omnibus Objection to  
14 Approval of the Debtors Disclosure Statement and Application  
15 for Order Extending Exclusivity Periods (related document(s)  
16 36, 30, 33, 31)

17

18 HEARING re Response to Disclosure Statement Objection  
19 (related document(s) 39)

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21

22

23

24

25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

2

3 BACKENROTH FRANKEL & KRINSKY, LLP

4 Attorneys for the Debtor

5 800 Third Avenue, 11th Floor

6 New York, NY 10022

7

8 BY: MARK A. FRANKEL

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11 Attorneys for Brooklyn Lender

12 180 Maiden Lane

13 New York, NY 10038

14

15 BY: DANIEL A. FLIMAN

16 TIFFANY HO

17

18 ALSO PRESENT TELEPHONICALLY:

19

20 GREG ZIPES

21

22

23

24

25

1 P R O C E E D I N G S

2 THE COURT: All right. In re 53 Stanhope, LLC et  
3 al. Okay, good morning. There are a few things on the  
4 calendar today. There's a, at least a placeholder for a  
5 discovery conference, although the letter requesting that  
6 that be added to the agenda made it clear that some or all  
7 of those issues might be resolved by the time we got here  
8 today.

9 There's the Debtors' request for an extension of  
10 its -- or their exclusive periods under Section 1121, and  
11 then there's the Debtors' request for approval of their  
12 disclosure statement.

13 MR. FRANKEL: Cash collateral.

14 THE COURT: All right. I didn't see any pleadings  
15 on that, though.

16 MR. FRANKEL: Well, we filed our application, and  
17 in the interim order, it was adjourned for the hearing  
18 today.

19 THE COURT: Right. But this -- I didn't see any  
20 objection to an extension of that.

21 MR. FRANKEL: We have a consent.

22 THE COURT: Okay, good. My clerk was getting  
23 worried. Well, before we forget that then, there's an  
24 extension, so further interim order. Is that what's  
25 contemplated?

1 MR. FRANKEL: We have a final order through the  
2 end of the year.

3 THE COURT: I don't know. You say it was agreed.  
4 I'm just asking what the agreement is.

5 MR. FLIMAN: Your Honor, for the record, Daniel  
6 Fliman on behalf of Brooklyn Lender. We reached an  
7 agreement probably about a half an hour ago with the Debtors  
8 to submit a form of a final order --

9 THE COURT: Okay.

10 MR. FLIMAN: -- that extends the use of cash  
11 collateral through the end of the year.

12 THE COURT: All right.

13 MR. FLIMAN: And with Your Honor's permission,  
14 we'll be submitting that on consent to chambers.

15 THE COURT: That's fine. So you can email that to  
16 chambers, okay. Everyone can sit down unless they're  
17 speaking. So shall we cover the -- well, the thing about  
18 the -- let's put the discovery dispute at the end because I  
19 think the discovery issues and timetable here will be  
20 informed by where we are on the plan and disclosure  
21 statement.

22 And similarly, I think -- I mean, I don't know.  
23 As far as I can see, the dispute over exclusivity is over  
24 one month, which -- or actually perhaps even less than a  
25 whole month. My inclination would be to grant the motion in

1 light of that.

2 MR. FLIMAN: Your Honor, our clients' view with  
3 respect to the extension of exclusivity is that we consent  
4 to it so long as there's a schedule put forth and right to  
5 adjudicate the issues.

6 THE COURT: Sure, that's fine. I mean, obviously,  
7 I'm looking towards confirmation sometime before the end of  
8 this year or early January, which exclusivity is extended  
9 to. I think it was January 16th.

10 MR. FLIMAN: Yes, Your Honor.

11 THE COURT: Okay. So I'll grant the motion in  
12 light of where we are in the plan process at this point.  
13 You can email that over to the chambers. The motion lays  
14 out sufficient cause given that we're here on approval of  
15 disclosure statement, and it looks to me that quite likely  
16 that I'll be holding the confirmation hearing sometime  
17 towards the end of December or the beginning of January.

18 So then we have the disclosure statement. I've  
19 reviewed the objection, as well as the Debtors' reply and,  
20 of course, the blackline of the disclosure statement and  
21 plan. And as I often do, or almost always do, I have  
22 comments of my own. But I guess before we get to those, I'm  
23 happy to hear Brooklyn Lender as to its objection.

24 MR. FLIMAN: Thank you, Your Honor. For the  
25 record, Daniel Fliman, Strook, Strook & Lavan, on behalf of

1 Brooklyn Lender. Your Honor, we submitted an objection with  
2 respect to the approval of the disclosure statement, which I  
3 will characterize as being in the nature of two separate  
4 parts. One is the lack of disclosures in the disclosure  
5 statement itself. The Debtors, frankly, did amend the  
6 disclosure statement in a way that added a lot of  
7 disclosures that we had been requesting, so we're not going  
8 to push that part of the objection itself.

9 Where we are going to focus, Your Honor, is on the  
10 fact that this plan that is being solicited via the  
11 disclosure statement if Your Honor was to approve it is  
12 patently unconfirmable. It relies on assumptions that,  
13 under the case law -- it relies on assumptions that we  
14 believe are unrealistic and uneconomic. And under the case  
15 law, it would be a waste of the state resources to proceed  
16 with approval of the disclosure statement and solicitation  
17 for a plan that is unconfirmable.

18 The reasons it is unconfirmable, Your Honor, is  
19 because, at most, it allocates about \$39 million in order to  
20 pay our clients' claims. The amount of our asserted --  
21 claims asserted by our clients is about \$75 million. And  
22 so, the Debtors' answer to how they're going to bridge  
23 between the 39 million that is the maximum amount of  
24 financing available to pay our clients and unimpair our  
25 clients' claims and the 75 million we have asserted is

1 twofold.

2 First, they are optimistic that they'll be able to  
3 disallow our clients' claims to the point where we get no  
4 default interest whatsoever. Your Honor, I think there's  
5 sufficient record that we've laid out in our papers to say  
6 that there is a possibility that we will be -- we think we  
7 will be -- entitled to default interest in some quantum.  
8 And that, by itself, means that there's insufficient funding  
9 for the claim.

10 THE COURT: Possibility doesn't mean that the plan  
11 should be rejected out of hand.

12 MR. FLIMAN: Well, Your Honor, the -- let me give  
13 you a couple of data points on that. So, for example, we've  
14 laid out what has been admitted in State Court litigation by  
15 the Debtors with respect to their being more than one owner  
16 of the properties at the time that the loans were  
17 originated, while at the same time, they were making  
18 misrepresentations with respect to ownership.

19 THE COURT: I've read your documents. Move on.

20 MR. FLIMAN: Yes, Your Honor.

21 THE COURT: I'm tempted to give you a Rule 11  
22 warning on the default issue.

23 MR. FLIMAN: Your Honor, I will sit down then.

24 THE COURT: Yes.

25 MR. FLIMAN: Thank you.

1 THE COURT: Okay. And as far as feasibility is  
2 concerned, it wasn't clear to me, but it appears that the  
3 prospective take out lenders raised its commitment?

4 MR. FRANKEL: Yes. From 40 million to 42.5  
5 million, which after interest reserves and points leaves  
6 enough money to fund the plan as proposed, as opposed to at  
7 the \$40 million number, the interest reserves and points  
8 would have taken us a little under.

9 THE COURT: Okay. All right. So, to me, that's a  
10 plan confirmation issue as well. We'll see what the claims  
11 are like at that point. But as far as the math and the  
12 objection is concerned, that number takes it above the  
13 minimum amount that the Debtors needs, according to their  
14 own estimates, which before correctly was an issue.

15 Do you contend that Mr. Strulovitch was a  
16 guarantor?

17 MR. FLIMAN: He was --

18 THE COURT: Other than a bad boy guarantor or a  
19 good guy guarantor?

20 MR. FLIMAN: He provided guarantor of any losses  
21 that we suffer with respect to representations that he made,  
22 Your Honor. He didn't guarantee the debt to --

23 THE COURT: That's how you read 18(g).

24 MR. FLIMAN: I don't have --

25 THE COURT: Any losses you have at all. You



1 better read that carefully. I'm serious about Rule 11. If  
2 all of this was brought upon by an overly broad and  
3 obviously overly broad reading of 18(g), your client and his  
4 counsel are in serious trouble.

5 MR. FLIMAN: Understood, Your Honor.

6 THE COURT: You rely on the documents; you live by  
7 them and you die by them.

8 MR. FLIMAN: Yes, Your Honor.

9 THE COURT: All right. Now, as far as my comments  
10 of the disclosure statement is concerned. I have added  
11 repeatedly throughout this edition clauses, such as the  
12 Debtors asserts, the Debtors will contend, et cetera. I  
13 don't want this to appear to be, you know, a -- although I  
14 think sophisticated parties will understand that this is the  
15 Debtors' version. I want to make it crystal clear that it's  
16 the Debtors' version of the facts.

17 More importantly, I have three other sets of  
18 comments. I think the other ones are self-evident. There's  
19 a lengthy discussion here -- well, let me back up. The  
20 Debtors object to the default interest as part of  
21 unimpairment on two grounds: first, no default, there was no  
22 default, so there was no default interest; and secondly,  
23 that under 1124, as it incorporates 365, they would no  
24 default interest.

25 But the discussion is all about reinstatement, as

1 the objection points out. And they're not really  
2 reinstating here; they're paying it off. So, to me, this is  
3 -- I think you should take it out. I mean, there are a  
4 couple of paragraphs in that discussion that I think you  
5 could leave in that deal with equitable exceptions under the  
6 Bankruptcy Code to default interest.

7 But other than that, I just don't - I mean, you're  
8 not contending that they're under secured, so I don't think  
9 you can rely on, you know, Ultra Petroleum and that line of  
10 cases, and it's not reinstatement, so I think those sections  
11 just don't really fit here.

12 MR. FRANKEL: The concept was that if there was  
13 found to be a default that we would cure for a moment in  
14 time and then pay.

15 THE COURT: Well, that's --

16 MR. FRANKEL: If we don't need it, then we don't.

17 THE COURT: It just -- I mean, you're planning to  
18 pay it on the effective date. I mean, it was just total  
19 metaphysical, this concept of reinstatement since it's  
20 really a cash pay.

21 MR. FRANKEL: Okay.

22 THE COURT: So I've checked two paragraphs here  
23 that refer to, you know, the equity and sort of the like.  
24 And that just meant -- I suppose you could leave those in.  
25 Those are separate bankruptcy defenses, in other words,

1 beyond the contract law defenses and state law defenses.

2 The second point deals with the interplay between  
3 the treatment of the Class 4 creditors, who are the  
4 unsecureds, and Class 5, the interest holders. Class 4 gets  
5 paid in cash or, alternatively, has the right to elect an  
6 equal value of stock. Now, the -- the stock that they're  
7 getting in the plan is in the post-confirmation, the  
8 respective post-confirmation Debtors. But on the effective  
9 date, those are going to be the new owners, right? So you  
10 need to make it in the new owners, I think, the respective  
11 new owners because, otherwise, they'd be getting it in a  
12 company that doesn't --

13 MR. FRANKEL: That was a mistake.

14 THE COURT: Okay. And then secondly, there needs  
15 to be an election form for them to do that.

16 MR. FRANKEL: Yes.

17 THE COURT: And I'm assuming this includes the  
18 people who file the \$20 million claims, right? I mean,  
19 they've asserted unsecured claims. They have --

20 MR. FRANKEL: They filed them --

21 THE COURT: I mean, obviously, there has to be an  
22 allowed claim for them to get this treatment. But I'm  
23 assuming that's -- they're included because they did assert  
24 a claim.

25 MR. FRANKEL: Well, we're going to file an

1 objection to that claim. And as part of the objection, I  
2 think we're going to be arguing that, at best, they have a  
3 claim to ownership, equity ownership, as opposed to --

4 THE COURT: All right. But I just -- it goes --  
5 what my point is going to the election form.

6 MR. FRANKEL: Right.

7 THE COURT: It should go to all claimants.

8 MR. FRANKEL: Yes.

9 THE COURT: All Class 4 claimants. And then  
10 obviously to the extent they're not allowed, the election  
11 wouldn't be valid.

12 MR. FRANKEL: Yes.

13 THE COURT: And that goes over then to Class 5,  
14 the interest holders. Looking at the claims, I at least  
15 infer that you might be filing that type of objection and  
16 treating them as interest holders. And this new language, I  
17 think, it says, "And subject to the claims filed in this  
18 case asserting claims to existing interest." Is that meant  
19 to cover them?

20 MR. FRANKEL: That was my imperfect of doing what  
21 you said I should do.

22 THE COURT: I think you need to make that a little  
23 clearer because those claims don't assert claims to existing  
24 interests. I think what you should say to, and subject to  
25 the rights of those who've asserted claims that may be

1 recharacterized as interest, something like that, right?

2 MR. FRANKEL: Yes.

3 THE COURT: Or were you trying to preserve their  
4 claims generally? I don't think so. You couldn't be in the  
5 interest section. It's to the rights of these people to the  
6 extent that they are recharacterized as interests.

7 MR. FRANKEL: Actually, my only goal was to let  
8 the existing interest holders know they might get diluted.

9 THE COURT: Well, okay. But I think -- I think  
10 you need to phrase it -- because they haven't -- I mean, as  
11 a contract, this wouldn't necessarily apply to them because  
12 they haven't filed a claim asserting a claim to an interest.  
13 They've filed a claim to money, so I think you need to say  
14 that claims filed in this case that are recharacterized as  
15 interest. And then it's not just dilution by them; it's  
16 also dilution by those who successfully elect from Class 4.

17 MR. FRANKEL: Right.

18 THE COURT: So I just said how does this relate to  
19 the election in the prior section, but I think you need to,  
20 particularly in the disclosure statement, make it clear.  
21 But I think in both places, the plan and disclosure  
22 statement, that it's subject to not only to the extent  
23 claims are recharacterized as interest, but also the  
24 dilution pursuant to the election.

25 MR. FRANKEL: Okay.

1 THE COURT: And that's why they're impaired.

2 MR. FRANKEL: Right.

3 THE COURT: So I think that should just be laid  
4 out.

5 MR. FRANKEL: Thank you.

6 THE COURT: And then there's a glitch between the  
7 plan and disclosure statement on Page 32, which says, in  
8 estimating the amount of allowed administrative expenses.  
9 In the disclosure statement, it says 255,000 plus any  
10 litigation costs; in the plan, it says 255,000 including  
11 estimated litigation costs. So you should just clarify  
12 that.

13 MR. FRANKEL: Okay.

14 THE COURT: The last -- I think these other  
15 comments are self-explanatory, but I had two comments on the  
16 plan that I think you need to focus on and maybe deal with  
17 them in the disclosure statement. I think when you talk  
18 about the new owners in the disclosure statement, you  
19 describe what they are generically.

20 The plan it just says, new owners shall mean  
21 blank. I think you should define it generically, you know,  
22 the new special purpose vehicle in connection with the exit  
23 financing pursuant to which the equity -- the existing  
24 interests will be transferred under the plan, subject to the  
25 dilution under the plan.

1           And then there's nothing in here -- and this  
2       relates to what we were talking about next, which is the  
3       schedule. There's no section in the plan -- I think, unless  
4       I missed it -- or in the disclosure statement that lays out  
5       the conditions to confirmation and the effective date. And  
6       I'm assuming that the exit financing would be a condition to  
7       the effective date, and I'm also assuming that it's a  
8       condition to confirmation that, you know, there's a ruling  
9       under 506 and 1124 in respect of the Brooklyn Lender claim  
10      that enables that funding to be applied as contemplated  
11      under the plan. I think you should put those in.

12           MR. FRANKEL: Okay.

13           THE COURT: I mean, the former can be -- the first  
14      one, the funding would be to the effective date. The other  
15      one I think would be to confirmation. Although, you know,  
16      conceivably, you could schedule the hearing on the Brooklyn  
17      Lender issues to follow confirmation. I think there's  
18      enough time between now and, you know, the end of the  
19      year/beginning of January to do that.

20           MR. FRANKEL: What I was thinking was that --

21           THE COURT: Any related discovery, so that all the  
22      issues could be dealt with at one time at the confirmation  
23      hearing.

24           MR. FRANKEL: What I was thinking was a claims  
25      estimation hearing.

1 THE COURT: Well, I mean, it's just -- I mean,  
2 you've laid out all the issues. I don't know why it's just  
3 not decided on the merits.

4 MR. FRANKEL: Okay.

5 THE COURT: I mean, there are document issues and  
6 there's the -- I mean, as far as testimony, I think it's  
7 fairly limited. You have testimony about what happened with  
8 the building violations and the taxes. And, you know, I  
9 don't view this as retrying the whole federal action. I  
10 mean, there's no standing to retry that. Those facts are  
11 facts. So, to me, it would seem to me that the discovery  
12 could be done in time to have a hearing on confirmation at  
13 the end of the year or beginning of January.

14 MR. FRANKEL: That would be great.

15 THE COURT: Okay. So let me give you my markup  
16 here, and I'm going to ask you to email the blackline to  
17 chambers and to struck. And then, you know, we'll -- and  
18 also the markup, of course. And then, you know, assuming  
19 that the points have been dealt with, you can file the plan  
20 and submit the disclosure statement order.

21 Have you gotten a date from Miss Lee for a  
22 confirmation hearing?

23 MR. FRANKEL: No.

24 THE COURT: No, okay. Well, I haven't either, but  
25 I'm assuming there'll be a day again towards the end of



1 December up to the, you know, the 16th of January, sometime  
2 in between there.

3 So then turning to the schedule here, I don't  
4 really see the need for an adversary proceeding to determine  
5 the claim. There should be one of two things: the Debtor  
6 should object to the claim; or, alternatively, you can  
7 refine the treatment and the plan, such that the claim will  
8 be allowed in the amount of X. And that would be the issue  
9 for confirmation, you know, can it be allowed in that  
10 amount. It's probably safer to file the objection, but you  
11 could do it either way, but I would hear it at confirmation.

12 MR. FRANKEL: Obviously, I'm in pretty good shape  
13 to file an objection.

14 THE COURT: Well, it looks like it, yeah. And  
15 then, I guess the only issue I have is whether we should  
16 build in, as Brooklyn Lender suggested, briefing on  
17 unimpairments. My inclination is not. Again, I don't think  
18 -- I think the only unimpair- -- 1124 issue here is not  
19 really an 1124 issue; it's a bankruptcy default interest  
20 issue, separate and apart from 1124.

21 MR. FRANKEL: Okay.

22 THE COURT: Because you're assuming they're over-  
23 secured. So, you know, we're not talking Ultra Petroleum,  
24 which, you know, contract -- a fair amount of case law would  
25 say that for an under-secured creditor, it's not entitled to

1 default interest because the Bankruptcy Code would be  
2 incorporated into 1124. But that's not the issue here;  
3 that's the issue they remanded on in Ultra Petroleum, are  
4 they over-secured or not.

5 So I think you're only dealing with the  
6 discretionary point, which is part and parcel of, you know,  
7 four or five of your arguments that, you know, Brooklyn  
8 Lender has the -- either the equities against it or has  
9 unclean hands or any number of equitable arguments that  
10 you'd make. So it seems to me that all of those issues can  
11 be dealt with as part of leading up to briefing on  
12 confirmation.

13 MR. FLIMAN: That's fine.

14 THE COURT: So where are you on discovery? We  
15 incorporated the Federal Rules into the Rule 2004, so I'm  
16 assuming the discovery that's been had so far can continue  
17 as part of the confirmation hearing discovery. But you may  
18 want other discovery, I don't know, as part of the  
19 confirmation process.

20 MR. FLIMAN: We will, Your Honor. With Your  
21 Honor's permission, my partner Jennifer Recine will handle  
22 the discovery portion.

23 THE COURT: Okay. And do I have -- no, I don't.  
24 I mean, let me just -- before we get to that. You have,  
25 quote, "special counsel"? But I haven't retain- -- I

1 haven't authorized their retention yet and they're not here,  
2 so I'm not sure. Do you have special counsel?

3 MR. FRANKEL: Yes, Judge, and I will get the  
4 application filed right away. Ms. Morrow had a conflict, so  
5 I'm covering.

6 THE COURT: Okay. But are you able to talk about  
7 a discovery schedule?

8 MR. FRANKEL: Yes. I spoke to her this morning.

9 THE COURT: Okay. All right. Okay.

10 MS. RECINE: So where we are in discovery, Your  
11 Honor, is that there are some concerns we have about the  
12 diligence and adequacy of the searches in response to the  
13 allowed discovery requests. I think it's fair to say that  
14 when the discovery was served on July 16th, it was not a  
15 surprise to Debtors or their special counsel.

16 I've been dealing with Ms. Morrow. She, after we  
17 sent a letter to her, she sent a letter back, told us  
18 there'd be a rolling production. We've received no further  
19 documents. She did agree, based on a conversation we had  
20 this morning, to produce tax returns for the relevant time  
21 period, so that is some progress.

22 The area of most concern for me, based on our  
23 conversation, was the adequacy of the search with respect to  
24 correspondence.

25 THE COURT: Right. So can I just stop you --

1 MS. RECINE: Of course.

2 THE COURT: because I read your letter. It's not  
3 enough to say on information and belief, we don't have these  
4 documents. People need to represent on penalty of perjury  
5 that they've done a diligent search and that there are no  
6 such documents in their possession, custody or control. It  
7 needs to be in that shape.

8 MR. FRANKEL: Your Honor, we're going to go a  
9 little beyond that.

10 THE COURT: Okay.

11 MR. FRANKEL: We did provide two years of tax  
12 returns, all of the operating agreements, certificates of  
13 incorporation and the management agreements, including Mr.  
14 Goldwasser's and the on-site management companies. On  
15 correspondence, the client was willing to sign such an  
16 affidavit. Ms. Morrow wasn't satisfied with that. She  
17 wants to do a forensic search of his computer. She got his  
18 password and email address to do that, and she's going to do  
19 it in-house with her own IT people.

20 THE COURT: Okay, all right.

21 MS. RECINE: Some concerns about that. I did just  
22 speak with Ms. Morrow about this this morning. First of  
23 all, it's not clear to me -- well, it is clear to me that  
24 there is correspondence, and there are two reasons that I  
25 know that there are correspondence. Because we have the

1 loan files, I do know, in fact, that there's correspondence  
2 concerning ownership in the form of commitment letters;  
3 those would not necessarily be electronic. It's not clear  
4 whether a thorough search has been undertaken because none  
5 have been produced.

6 THE COURT: Well, but that's part of the  
7 requirement --

8 MS. RECINE: I understand that.

9 THE COURT: -- that there be a thorough search.

10 MS. RECINE: But in speaking to Ms. Morrow this  
11 morning, her idea of what she's going to do to forensically  
12 determine whether or not her client's representations are  
13 accurate was to go through a single custodian's email box.

14 THE COURT: Right. Well, okay, it -- she needs to  
15 do more. I mean, that should -- she needs to talk to the  
16 clients about where the documents might be. If she wants to  
17 verify it herself, that's fine. But the onus is on the  
18 clients after she explains to them what needs to be  
19 produced, for them to go and diligently search wherever they  
20 might be, and talk it through with her and then provide the  
21 declaration.

22 MS. RECINE: What would be useful, Your Honor,  
23 because in speaking with Ms. Morrow this morning, obviously  
24 two months have passed since these discovery requests have  
25 been issued, and as we heard from her today, she just

1 recently got the single password to the single account she  
2 intends to search. I think it would be helpful to establish  
3 some deadlines for meeting and conferring on the appropriate  
4 custodians and search protocols and also search terms, and  
5 then a date for production so that we can schedule the  
6 depositions and proceed. We shouldn't be required to  
7 proceed with the depositions without completed discovery.

8 THE COURT: Right.

9 MS. RECINE: But --

10 THE COURT: So you should work back from the --  
11 get a confirmation hearing date from Ms. Lee and work back  
12 from that. It would seem to me that all discovery should be  
13 complete at least a couple of weeks before the confirmation  
14 hearing.

15 MR. FRANKEL: Yes. I think that what is in  
16 dispute here are the documents that relate to the  
17 guarantor's breach, as opposed to the documents relating to  
18 the Debtor.

19 MS. RECINE: I don't see that to be the case at  
20 all. I believe that this concerns the Debtors and the  
21 Debtors' representations and the ownership structure. So I  
22 don't see this distinction that you're making.

23 THE COURT: Well, I thought it was just -- I  
24 didn't -- I don't know what you all have been talking about,  
25 but I didn't get the impression that the Debtors were

1 withholding information because they believe that the  
2 request was overly broad.

3 MR. FRANKEL: No. I'm just saying that the search  
4 is very broad because Debtors' principal has a lot of  
5 entities.

6 THE COURT: All right. Well, I mean, it needs to  
7 be related to the request. I mean, that's why there's a  
8 lawyer.

9 MR. FRANKEL: Yes.

10 THE COURT: Okay.

11 MS. RECINE: And based on Ms. Morrow's  
12 representations, I am somewhat concerned that perhaps she's  
13 not paying enough -- quite enough attention to this. Her  
14 response to me was based -- the delay was a result of the  
15 fact that she has a busy docket and she's just one person.

16 THE COURT: Okay. Well, we now have a schedule.  
17 So if she needs help, I'm sure you will help her or have  
18 someone from her firm help her, because we're really getting  
19 to the point where the discovery will actually be used or  
20 not.

21 MS. RECINE: I think we can, based on these dates  
22 that are now being established, set reasonable dates for  
23 depositions. But I am also somewhat concerned about getting  
24 on the calendar both the depositions of Mr. Goldwasser and  
25 Mr. Strulovitch.

1 THE COURT: Right.

2 MS. RECINE: I was told by Ms. Morrow some dates  
3 that Mr. Goldwasser are available. We're trying to work  
4 that out based on her schedule.

5 THE COURT: Okay. But I think, again, go from the  
6 confirmation hearing backwards. So the parties should be in  
7 a position to submit trial declarations to me and a joint  
8 exhibit book a week before the confirmation hearing, so I'm  
9 assuming all discovery will be complete at least two weeks  
10 before the confirmation hearing.

11 You're entitled, both sides, to get the documents  
12 at least a week before you depose people. So, you know, you  
13 have an outside date for depositions and then an earlier  
14 outside date for the document production. I wouldn't -- I  
15 wouldn't wait 'til that deadline in each case to fail to  
16 produce it because those are tight deadlines, so it's  
17 unlikely that I'm going to be moving things to extend the  
18 deadlines, unless someone, you know, breaks their leg or  
19 some third party is uncooperative.

20 Are you contemplating any expert discovery? I'm  
21 assuming not, but I don't know.

22 MS. RECINE: At this point, we're unsure. It's  
23 unlikely, but we have not reached a final conclusion.

24 THE COURT: All right. Well, you should have a  
25 date -- you should pick a date where experts are identified,



1 and you start that process. And I don't know whether the  
2 Debtors intend to take any discovery.

3 MR. FRANKEL: Well, we do -- we are going to take  
4 some discovery.

5 THE COURT: So, anyway, I mean, those are tight  
6 deadlines. I'm not giving -- I mean, basically that means  
7 that discovery is complete, and people have a week to work  
8 on preparing for the -- well, two weeks to work on preparing  
9 for a contested confirmation hearing and one week to prepare  
10 declarations and a joint exhibit book.

11 So I'm not going to extend those deadlines, so you  
12 two should go up, get a date from Ms. Lee from mid-January  
13 to, you know -- frankly, nothing's going to happen between  
14 Christmas and New Year's. It's just not, there's -- it's  
15 not going to happen. That week is -- I'm out, so it's going  
16 to be after that or the week before then, so it's likely  
17 going to be the second week of January.

18 MR. FRANKEL: Okay.

19 THE COURT: And then just work backwards for the  
20 deadlines. And you should set a meet and confer to go over  
21 all of this and do that this week. Okay?

22 MR. FRANKEL: We will do that.

23 THE COURT: All right.

24 MS. RECINE: Thank you, Your Honor.

25 THE COURT: And, again, my customary practice for

1 trials is to take declarations or affidavits by parties who  
2 are under the -- by people who are under the parties'  
3 control by a week before the trial, and have them there for  
4 cross-examination and redirection. And to have a joint  
5 exhibit book, to have the parties meet and confer and agree  
6 on the admissibility of as many exhibits as possible and  
7 provide that exhibit book a week before the trial.

8 And if there are discovery disputes, the parties -  
9 - as the Rule 2004 order says, the parties should send an  
10 email letter to chambers copying the other side after trying  
11 to work out the dispute obviously and we'll set up a  
12 telephonic discovery conference.

13 The last point is I'm not a big fan at all of  
14 motions in limine. I find that 99 percent of evidentiary  
15 rulings are perfectly fine at the trial. But if something's  
16 really affecting your whole trial strategy, then I'll hear  
17 that.

18 And I don't really see here, given the schedule  
19 we're on and the issues we're on, the need to have, you  
20 know, summary judgment in advance. I think we can just deal  
21 with that as part of the briefing and the confirmation  
22 hearing. I mean, clearly, some of the issues the Debtors  
23 are raising I think would not be summary judgment issues, so  
24 I think we should just go to the confirmation hearing.

25 MR. FLIMAN: Your Honor, just one more question

1 for clarification.

2 THE COURT: Right.

3 MR. FLIMAN: And so, the Debtors will be filing an  
4 objection to our claim.

5 THE COURT: I'm assuming. I mean, I gave them two  
6 options. I don't think there's a need for -- since you  
7 filed the claim, I don't think there's a need for you to  
8 then request allowance. I think it's just, you know, it's  
9 up to the Debtors to object and tee that up and it will be  
10 heard at the same time as confirmation.

11 MR. FLIMAN: And then we'll work then to the  
12 briefing schedule for confirmation in terms of our response  
13 to their objection?

14 THE COURT: Right.

15 MR. FLIMAN: Okay, understood.

16 THE COURT: The response to that objection really  
17 should be at the same time and part of the confirmation  
18 objection.

19 MR. FLIMAN: Understood.

20 THE COURT: There's no need to file two separate  
21 objections.

22 MR. FLIMAN: Thank you.

23 THE COURT: All right. I guess one last point.  
24 I'm assuming the Debtors -- I mean, you may be precluded at  
25 this point by rulings, I don't know, but I'm assuming you

1 are not seeking affirmative claims against Brooklyn Lender.  
2 If that were the case, we'd have to -- you'd have to do a  
3 Complaint and, you know, and the like, as opposed to --

4 MR. FRANKEL: The plan will preserve those claims.

5 THE COURT: All right. So those issues would not  
6 be teed up for confirmation.

7 MR. FRANKEL: Correct.

8 THE COURT: Okay, all right. So obviously, you  
9 should file an objection soon, but you can work out the  
10 discovery schedule in advance. You don't need to have the  
11 objection filed. I'm assuming the disclosure statement is  
12 your -- is telegraphing your main arguments in any event, so  
13 you can decide accordingly on what discovery needs to be  
14 taken.

15 Okay. So I'll look for the stip on the cash  
16 collateral, the order on exclusivity, and the blackline and  
17 my markup on the disclosure statement.

18 MR. FRANKEL: Thank you, very much.

19 THE COURT: Okay.

20 MR. FLIMAN: Thank you, Your Honor.

21 THE COURT: Thank you.

22 MS. RECINE: Thank you, Your Honor.

23 (Whereupon these proceedings were concluded at  
24 11:20 AM)

25

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing  
transcript is a true and accurate record of the proceedings.

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Hyde

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[& - breaks]

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## **APPENDIX C**

**Ho, Tiffany L.**

---

**From:** Fliman, Daniel A.  
**Sent:** Tuesday, October 29, 2019 6:40 PM  
**To:** Susan Mauro  
**Cc:** Mark Frankel (mfrankel@bfklaw.com); Recine, Jennifer S.  
**Subject:** 53 Stanhope - Production Deadline

Susan,

Pursuant to the 10/16 scheduling order, yesterday (10/28) was the “[d]eadline for the Debtors to complete their production in connection with Brooklyn Lender’s existing document requests pursuant to the 2004 Application Order.” Based on our prior discussions, and the colloquy at the September 9 hearing, we expected the Debtors to make a further production in response to our Rule 2004 discovery requests. However, we did not receive any further production by the 10/28 deadline (or so far today). Please confirm by 9:30AM ET tomorrow (1) that the Debtors have already made a further production and, if that is the case, provide details concerning the date and method of transmittal or (2) that the Debtors will not make any further production in response to our Rule 2004 discovery requests and thereby represent that their production is complete.

Dan

**Daniel Fliman**  
Partner

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## **APPENDIX D**



**Ho, Tiffany L.**

---

**From:** Susan Mauro <SMauro@Abramslaw.com>  
**Sent:** Wednesday, October 30, 2019 5:50 PM  
**To:** Recine, Jennifer S.  
**Cc:** Fliman, Daniel A.; Mark Frankel (mfrankel@bfklaw.com)  
**Subject:** <EXTERNAL> RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Thank you will do.

I also owe you a response to your earlier email regarding discovery. Unfortunately I got stuck in court all day but I will provide a response by Friday.

**Susan Mauro, Esq.**

ABRAMS, FENSTERMAN, FENSTERMAN, EISMAN, FORMATO, FERRARA, WOLF & CARONE, LLP

*Partner*

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---

**From:** Recine, Jennifer S. [mailto:jrecine@stroock.com]  
**Sent:** Wednesday, October 30, 2019 5:38 PM  
**To:** Susan Mauro <SMauro@Abramslaw.com>  
**Cc:** Fliman, Daniel A. <dfliman@stroock.com>; Mark Frankel (mfrankel@bfklaw.com) <mfrankel@bfklaw.com>  
**Subject:** RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Susan,

We have conferred with David Aviram and he is available for his deposition on December 19. Please provide us with dates for Mr. Goldwasser and Mr. Strulovitch to sit after December 6, 2019.

**Jennifer Recine**  
Partner

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**From:** Susan Mauro <[SMauro@Abramslaw.com](mailto:SMauro@Abramslaw.com)>  
**Sent:** Friday, October 25, 2019 4:42 PM  
**To:** Recine, Jennifer S. <[jrecine@stroock.com](mailto:jrecine@stroock.com)>  
**Cc:** Fliman, Daniel A. <[dfliman@stroock.com](mailto:dfliman@stroock.com)>; Mark Frankel ([mfrankel@bfklaw.com](mailto:mfrankel@bfklaw.com)) <[mfrankel@bfklaw.com](mailto:mfrankel@bfklaw.com)>  
**Subject:** <EXTERNAL> RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Jennifer,

I have conferred with Mark Frankel and we are ok with Nov. 14<sup>th</sup> for your response and objections to the subpoenas served on your clients. Please advise of Mr. Aviram's availability for depositions. Thanks and have a good weekend.

**Susan Mauro, Esq.**

ABRAMS, FENSTERMAN, FENSTERMAN, EISMAN, FORMATO, FERRARA, WOLF & CARONE, LLP

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**From:** Recine, Jennifer S. [<mailto:jrecine@stroock.com>]  
**Sent:** Friday, October 25, 2019 10:54 AM  
**To:** Susan Mauro <[SMauro@Abramslaw.com](mailto:SMauro@Abramslaw.com)>  
**Cc:** Fliman, Daniel A. <[dfliman@stroock.com](mailto:dfliman@stroock.com)>  
**Subject:** RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Susan

Checking in to see if you've heard back from your clients on using November 14, 2019 as the date for objections and responses?

Jen

**Jennifer Recine**  
Partner

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On Oct 22, 2019, at 5:40 PM, Recine, Jennifer S. <[jrecine@stroock.com](mailto:jrecine@stroock.com)> wrote:

Susan,

When your co-counsel and client are back online, please let us know if November 14, 2019 is workable as the deadline for R&Os for all confirmation discovery, including the discovery sought in your subpoenas referenced below. In the meantime, while we all continue to confer on timing, we will consider all relevant deadlines to be extended out, extended consistent with caselaw applying FRCP 45. We look forward to hearing from you tomorrow.

Jen

**Jennifer Recine**  
Partner

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**From:** Recine, Jennifer S.  
**Sent:** Monday, October 21, 2019 8:52 PM  
**To:** Susan Mauro <[SMauro@abramslaw.com](mailto:SMauro@abramslaw.com)>  
**Cc:** Fliman, Daniel A. <[dfliman@stroock.com](mailto:dfliman@stroock.com)>  
**Subject:** Re: <EXTERNAL> RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Susan,

Given that your clients are not available at this time, will you agree that the deadline for outstanding responses and objections to the pending subpoenas are adjourned until this Friday October 25?

Jen

**Jennifer Recine**  
Partner

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On Oct 21, 2019, at 5:57 PM, Susan Mauro <[SMauro@abramslaw.com](mailto:SMauro@abramslaw.com)> wrote:

Hi Jennifer,

Unfortunately client and co-counsel, etc. are all out of pocket until Wed given the current holiday and I need to confer with them 1<sup>st</sup>. I will let you know. Thanks.

**Susan Mauro, Esq.**

<imagecc6403.JPG>

*Partner*

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**Email:** [SMauro@Abramslaw.com](mailto:SMauro@Abramslaw.com)

<imagea03533.JPG>

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---

**From:** Recine, Jennifer S. [<mailto:jrecine@stroock.com>]

**Sent:** Monday, October 21, 2019 5:06 PM

**To:** Susan Mauro <[SMauro@Abramslaw.com](mailto:SMauro@Abramslaw.com)>

**Cc:** Fliman, Daniel A. <[dfliman@stroock.com](mailto:dfliman@stroock.com)>

**Subject:** RE: In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Dear Susan,

I haven't heard back from you concerning setting a date for objections and responses for confirmation discovery. As we discussed last week, the discovery served by you on Maverick, Brooklyn Lender and David Aviram is confirmation discovery and thus governed by the December 6, 2019 discovery deadline set forth in our agreed court ordered schedule. Nevertheless, we also discussed the prospect of setting an earlier deadline for objections and responses. You asked that we propose a date and last Friday, we proposed November 14, 2019. We have not heard back from you. If we do not hear back from you by 9 am tomorrow, we will assume that you agree to this date and will ask the court to so-order an amended schedule with this date as the date for all objections and responses with respect to confirmation related discovery, including for the referenced subpoenas.

Jen

**Jennifer Recine**  
Partner

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**From:** Recine, Jennifer S.  
**Sent:** Friday, October 18, 2019 4:43 PM  
**To:** Susan Mauro  
**Cc:** Fliman, Daniel A.  
**Subject:** In re 53 Stanhope LLC, et al, Case No.: 19-23013 (RDD)

Hi Susan,

Following up on yesterday's telephone call, we did not receive additional tax returns for the following entities:

- ? D & W Real Estate Spring LLC – 2013
- ? Meserole and Lorimer LLC – 2013
- ? Natzliach LLC – 2013
- ? 92 South 4<sup>th</sup> Street LLC – 2013 and 2014
- ? 53 Stanhope LLC – 2013
- ? 119 Rogers – 2013
- ? 127 Rogers – 2013

In addition, you asked that we propose a date for providing responses and objections to the subpoenas for documents and information related to confirmation served on Maverick, Brooklyn Lender and David Aviram on October 8. In looking over our agreed schedule, it seems prudent to agree to a global deadline for responding and objecting to the October 8 subpoenas and any additional discovery that might be served. We suggest November 14, 2019.

Please let us know if you agree.

Jen

**Jennifer Recine**  
Partner

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